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PHILIPPINE BIDDING DOCUMENTS

IB 2021 – 14E

Procurement of Supply Delivery, and Commissioning of Five 5 units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City Under the Health Facilities Enhancement Program (HFEP) of DOH-Metro Manila Center for Health Development

TOTAL ABC: P 12,000,000.00

Government of the Republic of the Philippines

Sixth Edition
July 2020

Preface

These Philippine Bidding Documents (PBDs) for the procurement of Goods through Competitive Bidding have been prepared by the Government of the Philippines for use by any branch, constitutional commission or office, agency, department, bureau, office, or instrumentality of the Government of the Philippines, National Government Agencies, including Government-Owned and/or Controlled Corporations, Government Financing Institutions, State Universities and Colleges, and Local Government Unit. The procedures and practices presented in this document have been developed through broad experience, and are for mandatory use in projects that are financed in whole or in part by the Government of the Philippines or any foreign government/foreign or international financing institution in accordance with the provisions of the 2016 revised Implementing Rules and Regulations of Republic Act No. 9184.

The Bidding Documents shall clearly and adequately define, among others: (i) the objectives, scope, and expected outputs and/or results of the proposed contract or Framework Agreement, as the case may be; (ii) the eligibility requirements of Bidders; (iii) the expected contract or Framework Agreement duration, the estimated quantity in the case of procurement of goods, delivery schedule and/or time frame; and (iv) the obligations, duties, and/or functions of the winning bidder.

Care should be taken to check the relevance of the provisions of the PBDs against the requirements of the specific Goods to be procured. If duplication of a subject is inevitable in other sections of the document prepared by the Procuring Entity, care must be exercised to avoid contradictions between clauses dealing with the same matter.

Moreover, each section is prepared with notes intended only as information for the Procuring Entity or the person drafting the Bidding Documents. They shall not be included in the final documents. The following general directions should be observed when using the documents:

a. All the documents listed in the Table of Contents are normally required for the procurement of Goods. However, they should be adapted as necessary to the circumstances of the particular Procurement Project.

b. Specific details, such as the "*name of the Procuring Entity*" and "*address for bid submission*," should be furnished in the Instructions to Bidders, Bid Data Sheet, and Special Conditions of Contract. The final documents should contain neither blank spaces nor options.

c. This Preface and the footnotes or notes in italics included in the Invitation to Bid, Bid Data Sheet, General Conditions of Contract, Special Conditions of Contract, Schedule of Requirements, and Specifications are not part of the text

of the final document, although they contain instructions that the Procuring Entity should strictly follow.

d. The cover should be modified as required to identify the Bidding Documents as to the Procurement Project, Project Identification Number, and Procuring Entity, in addition to the date of issue.

e. Modifications for specific Procurement Project details should be provided in the Special Conditions of Contract as amendments to the Conditions of Contract. For easy completion, whenever reference has to be made to specific clauses in the Bid Data Sheet or Special Conditions of Contract, these terms shall be printed in bold typeface on Sections I (Instructions to Bidders) and III (General Conditions of Contract), respectively.

f. For guidelines on the use of Bidding Forms and the procurement of Foreign-Assisted Projects, these will be covered by a separate issuance of the Government Procurement Policy Board.

Table of Contents

Glossary of Acronyms, Terms, and Abbreviations

ABC – Approved Budget for the Contract.

BAC – Bids and Awards Committee.

Bid – A signed offer or proposal to undertake a contract submitted by a bidder in response to and in consonance with the requirements of the bidding documents. Also referred to as *Proposal* and *Tender*. (2016 revised IRR, Section 5[c])

Bidder – Refers to a contractor, manufacturer, supplier, distributor and/or consultant who submits a bid in response to the requirements of the Bidding Documents. (2016 revised IRR, Section 5[d])

Bidding Documents – The documents issued by the Procuring Entity as the bases for bids, furnishing all information necessary for a prospective bidder to prepare a bid for the Goods, Infrastructure Projects, and/or Consulting Services required by the Procuring Entity. (2016 revised IRR, Section 5[e])

BIR – Bureau of Internal Revenue.

BSP – Bangko Sentral ng Pilipinas.

Consulting Services – Refer to services for Infrastructure Projects and other types of projects or activities of the GOP requiring adequate external technical and professional expertise that are beyond the capability and/or capacity of the GOP to undertake such as, but not limited to: (i) advisory and review services; (ii) pre-investment or feasibility studies; (iii) design; (iv) construction supervision; (v) management and related services; and (vi) other technical services or special studies. (2016 revised IRR, Section 5[i])

CDA - Cooperative Development Authority.

Contract – Refers to the agreement entered into between the Procuring Entity and the Supplier or Manufacturer or Distributor or Service Provider for procurement of Goods and Services; Contractor for Procurement of Infrastructure Projects; or Consultant or Consulting Firm for Procurement of Consulting Services; as the case may be, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

CIF – Cost Insurance and Freight.

CIP – Carriage and Insurance Paid.

CPI – Consumer Price Index.

DDP – Refers to the quoted price of the Goods, which means "delivered duty paid."

DTI – Department of Trade and Industry.

EXW – Ex works.

FCA – "Free Carrier" shipping point.

FOB – "Free on Board" shipping point.

Foreign-funded Procurement or Foreign-Assisted Project– Refers to procurement whose funding source is from a foreign government, foreign or international financing institution as specified in the Treaty or International or Executive Agreement. (2016 revised IRR, Section 5[b]).

Framework Agreement – Refers to a written agreement between a procuring entity and a supplier or service provider that identifies the terms and conditions, under which specific purchases, otherwise known as "Call-Offs," are made for the duration of the agreement. It is in the nature of an option contract between the procuring entity and the bidder(s) granting the procuring entity the option to either place an order for any of the goods or services identified in the Framework Agreement List or not buy at all, within a minimum period of one (1) year to a maximum period of three (3) years. (GPPB Resolution No. 27-2019)

GFI – Government Financial Institution.

GOCC – Government-owned and/or –controlled corporation.

Goods – Refer to all items, supplies, materials and general support services, except Consulting Services and Infrastructure Projects, which may be needed in the transaction of public businesses or in the pursuit of any government undertaking, project or activity, whether in the nature of equipment, furniture, stationery, materials for construction, or personal property of any kind, including non-personal or contractual services such as the repair and maintenance of equipment and furniture, as well as trucking, hauling, janitorial, security, and related or analogous services, as well as procurement of materials and supplies provided by the Procuring Entity for such services. The term "related" or "analogous services" shall include, but is not limited to, lease or purchase of office space, media advertisements, health maintenance services, and other services essential to the operation of the Procuring Entity. (2016 revised IRR, Section 5[r])

GOP – Government of the Philippines.

GPPB – Government Procurement Policy Board.

INCOTERMS – International Commercial Terms.

Infrastructure Projects – Include the construction, improvement, rehabilitation, demolition, repair, restoration or maintenance of roads and bridges, railways, airports, seaports, communication facilities, civil works components of information technology projects, irrigation, flood control and drainage, water supply, sanitation, sewerage and solid waste management systems, shore protection, energy/power and electrification facilities, national

buildings, school buildings, hospital buildings, and other related construction projects of the government. Also referred to as *civil works or works*. (2016 revised IRR, Section 5[u])

LGUs – Local Government Units.

NFCC – Net Financial Contracting Capacity.

NGA – National Government Agency.

PhilGEPS - Philippine Government Electronic Procurement System.

Procurement Project – refers to a specific or identified procurement covering goods, infrastructure project or consulting services. A Procurement Project shall be described, detailed, and scheduled in the Project Procurement Management Plan prepared by the agency which shall be consolidated in the procuring entity's Annual Procurement Plan. (GPPB Circular No. 06-2019 dated 17 July 2019)

PSA – Philippine Statistics Authority.

SEC – Securities and Exchange Commission.

SLCC – Single Largest Completed Contract.

Supplier – refers to a citizen, or any corporate body or commercial company duly organized and registered under the laws where it is established, habitually established in business and engaged in the manufacture or sale of the merchandise or performance of the general services covered by his bid. (Item 3.8 of GPPB Resolution No. 13-2019, dated 23 May 2019). Supplier as used in these Bidding Documents may likewise refer to a distributor, manufacturer, contractor, or consultant.

UN – United Nations.

Section I. Invitation to Bid

Notes on the Invitation to Bid

The Invitation to Bid (IB) provides information that enables potential Bidders to decide whether to participate in the procurement at hand. The IB shall be posted in accordance with Section 21.2 of the 2016 revised IRR of RA No. 9184.

Apart from the essential items listed in the Bidding Documents, the IB should also indicate the following:

a. The date of availability of the Bidding Documents, which shall be from the time the IB is first advertised/posted until the deadline for the submission and receipt of bids;

b. The place where the Bidding Documents may be acquired or the website where it may be downloaded;

c. The deadline for the submission and receipt of bids; and

d. Any important bid evaluation criteria (*e.g.*, the application of a margin of preference in bid evaluation).

The IB should be incorporated in the Bidding Documents. The information contained in the IB must conform to the Bidding Documents and in particular to the relevant information in the Bid Data Sheet.

Republic of the Philippines
Department of Health
METRO MANILA CENTER FOR HEALTH DEVELOPMENT

INVITATION TO BID FOR

Procurement of Supply Delivery, and Commissioning of Five 5 units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City *Under the Health Facilities Enhancement Program (HFEP) of DOH-Metro Manila Center for Health Development*

IB 2021 – 014E

The **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT**, through the **GOP FUNDS** intends to apply the sum of **TWELVE MILLION PESOS ONLY (PHP 12,000,000.00)** being the ABC to payments under the contract for **Procurement of Supply Delivery, and Commissioning of Five 5 units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City Under the Health Facilities Enhancement Program (HFEP) of DOH-Metro Manila Center for Health Development**. Bids received in excess of the ABC shall be automatically rejected at bid opening.

1. The **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** now invites bids for the above Procurement Project. Delivery of the Goods is required *within the period specified under SECTION VI. Schedule of Requirements*. Bidders should have completed, *within two (2) years from the date of submission and receipt of bids*, a contract similar to the Project, *equivalent to at least fifty percent (50%) of the ABC*. The description of an eligible bidder is contained in the Bidding Documents, particularly, in Section II. Instructions to Bidders.

2. Bidding will be conducted through open competitive bidding procedures using a non-discretionary "*pass/fail*" criterion as specified in the 2016 revised Implementing Rules and Regulations (IRR) of Republic Act (RA) No. 9184.

   Bidding is restricted to Filipino citizens/sole proprietorships, partnerships, or organizations with at least sixty percent (60%) interest or outstanding capital stock belonging to citizens of the Philippines, and to citizens or organizations of a country the laws or regulations of which grant similar rights or privileges to Filipino citizens, pursuant to RA 5183.

3. Prospective Bidders may obtain further information from **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** Mandaluyong City at BAC Office c/o BAC Secretariats and inspect the Bidding Documents at the address given below during office hours from 8:30 AM – 4:00 PM Monday to Friday.

4. A complete set of Bidding Documents may be acquired by interested Bidders on **June 22, 2021 to July 12, 2021,** from the address below *and upon payment of the applicable fee for the Bidding Documents, **pursuant to the latest Guidelines issued by the GPPB**, in the amount of* **Twenty-Five Thousand Pesos Only (Php25,000.00) only.** It may also be downloaded free of charge from the website of the Philippine Government Electronic Procurement System (PhilGEPS) and the website of the Procuring Entity, provided that

Commented [AT1]: Renumbered

Bidders shall pay the applicable fee for the Bidding Documents not later than the submission of their bids.

5. The **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** will hold a **PRE-BID CONFERENCE**[1] on **June 29, 2021, 9:00 AM** at **MMCHD Amphitheater**, **Mandaluyong City,** and/or through video conferencing or webcasting *via* **CISCO WEBEX APPLICATION**, which shall be open to prospective bidders.

6. Bids must be duly received by the **BAC Secretariat** through (i) manual submission at the office address indicated below, on or before **July 12, 2021, 9:00 AM**. Late bids shall not be accepted.

7. All Bids must be accompanied by a bid security in any of the acceptable forms and in the amount stated in **ITB** Clause 14.

8. Bid opening shall be on **July 12, 2021 at 10:00 AM** at **the DOH – MMCHD Amphitheater, Mandaluyong City**. Bids will be opened in the presence of the bidders' representatives who choose to attend the activity.

9. The **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** reserves the right to reject any and all bids, declare a failure of bidding, or not award the contract at any time prior to contract award in accordance with Sections 35.6 and 41 of the 2016 revised IRR of RA No. 9184, without thereby incurring any liability to the affected bidder or bidders.

10. For further information, please refer to:

    MM-CHD, BAC Office
    JEREMIAS FRANCIS Y, CHAN, MD, MPH
    BAC CHAIRPERSON
    BAC Secretariat c/o Ma. Rossana C. Fariñas
    Block 6 Barangay Road, Welfareville Compound
    Barangay Additional Hills, Mandaluyong City 1550
    531-00-34/37 loc. 308
    bacoffice@ncro.doh.gov.ph

11. You may visit the following websites:

    For downloading of Bidding Documents:
    http://ncroffice.doh.gov.ph/BidsAndAwardsCommittee

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JEREMIAS FRANCIS Y, CHAN, MD, MPH
BAC, Chairperson

[1] May be deleted in case the ABC is less than One Million Pesos (PhP1,000,000) where the Procuring Entity may not hold a Pre-Bid Conference.

Section II. Instructions to Bidders

Notes on the Instructions to Bidders

This Section on the Instruction to Bidders (ITB) provides the information necessary for bidders to prepare responsive bids, in accordance with the requirements of the Procuring Entity. It also provides information on bid submission, eligibility check, opening and evaluation of bids, post-qualification, and on the award of contract.

1. Scope of Bid

The Procuring Entity, **DEPARMENT OF HEALTH - METRO MANILA - CENTER FOR HEALTH DEVELOPMENT** wishes to receive Bids for the **Procurement of Supply Delivery, and Commissioning of Five 5 units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City** with identification number *IB No. 2021 – 14E.*

The Procurement Project (referred to herein as "Project") is composed one item, the details of which are described in Section VII (Technical Specifications).

2. Funding Information

2.1. The GOP through the source of funding as indicated below for *2021* in the amount of **TWELVE MILLION PESOS ONLY (PHP 12,000,000.00)**.

2.2. The source of funding is:
a. NGA, the General Appropriations Act or Special Appropriations.

3. Bidding Requirements

The Bidding for the Project shall be governed by all the provisions of RA No. 9184 and its 2016 revised IRR, including its Generic Procurement Manuals and associated policies, rules and regulations as the primary source thereof, while the herein clauses shall serve as the secondary source thereof.

Any amendments made to the IRR and other GPPB issuances shall be applicable only to the ongoing posting, advertisement, or **IB** by the BAC through the issuance of a supplemental or bid bulletin.

The Bidder, by the act of submitting its Bid, shall be deemed to have verified and accepted the general requirements of this Project, including other factors that may affect the cost, duration and execution or implementation of the contract, project, or work and examine all instructions, forms, terms, and project requirements in the Bidding Documents.

4. Corrupt, Fraudulent, Collusive, and Coercive Practices

The Procuring Entity, as well as the Bidders and Suppliers, shall observe the highest standard of ethics during the procurement and execution of the contract. They or through an agent shall not engage in corrupt, fraudulent, collusive, coercive, and obstructive practices defined under Annex "I" of the 2016 revised IRR of RA No. 9184 or other integrity violations in competing for the Project.

5. Eligible Bidders

5.1. Only Bids of Bidders found to be legally, technically, and financially capable will be evaluated.

5.2. *Foreign bidders may be eligible to participate when any of the following circumstances exist:*

a. Foreign ownership exceeding those allowed under the rules may participate pursuant to:

i. When a Treaty or International or Executive Agreement as provided in Section 4 of the RA No. 9184 and its 2016 revised IRR allow foreign bidders to participate;

ii. Citizens, corporations, or associations of a country, included in the list issued by the GPPB, the laws or regulations of which grant reciprocal rights or privileges to citizens, corporations, or associations of the Philippines;

iii. When the Goods sought to be procured are not available from local suppliers; or

iv. When there is a need to prevent situations that defeat competition or restrain trade.

b. Foreign ownership limited to those allowed under the rules may participate in this Project.

5.3. Pursuant to Section 23.4.1.3 of the 2016 revised IRR of RA No.9184, the Bidder shall have an SLCC that is at least one (1) contract similar to the Project the value of which, adjusted to current prices using the PSA's CPI, must be at least equivalent to:

a. For the procurement of Expendable Supplies: The Bidder must have completed a single contract that is similar to this Project, equivalent to at least twenty-five percent (25%) of the ABC.

5.4. The Bidders shall comply with the eligibility criteria under Section 23.4.1 of the 2016 IRR of RA No. 9184.

6. Origin of Goods

There is no restriction on the origin of goods other than those prohibited by a decision of the UN Security Council taken under Chapter VII of the Charter of the UN, subject to Domestic Preference requirements under **ITB** Clause 18.

7. Subcontracts

7.1. The Bidder may subcontract portions of the Project to the extent allowed by the Procuring Entity as stated herein, but in no case more than twenty percent (20%) of the Project.

The Procuring Entity has prescribed that:

a. Subcontracting is not allowed.

7.2. Subcontracting of any portion of the Project does not relieve the Supplier of any liability or obligation under the Contract. The Supplier will be responsible for the acts, defaults, and negligence of any subcontractor, its agents, servants, or workmen as fully as if these were the Supplier's own acts, defaults, or negligence, or those of its agents, servants, or workmen.

8. Pre-Bid Conference

The Procuring Entity will hold a pre-bid conference for this Project on the specified date and time and either at its physical address **MM-CHD Amphitheater**, **Mandaluyong City,** and/or through video conferencing or webcasting *via* **CISCO WEBEX APPLICATION** as indicated in paragraph 6 of the **IB.**

9. Clarification and Amendment of Bidding Documents

Prospective bidders may request for clarification on and/or interpretation of any part of the Bidding Documents. Such requests must be in writing and received by the Procuring Entity, either at its given address or through electronic mail indicated in the **IB**, at least ten (10) calendar days before the deadline set for the submission and receipt of Bids.

10. Documents comprising the Bid: Eligibility and Technical Components

10.1. The first envelope shall contain the eligibility and technical documents of the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

10.2. The Bidder's SLCC as indicated in **ITB** Clause 5.3 should have been completed within *three (3) years* prior to the deadline for the submission and receipt of bids.

10.3. If the eligibility requirements or statements, the bids, and all other documents for submission to the BAC are in foreign language other than English, *it must be accompanied by a translation in English*, which shall be authenticated by the appropriate Philippine foreign service establishment, post, or the equivalent office having jurisdiction over the foreign bidder's affairs in the Philippines. Similar to the required authentication above, for Contracting Parties to the Apostille Convention, only the translated documents shall be authenticated through an apostille pursuant to GPPB Resolution No. 13-2019 dated 23 May 2019. The English translation shall govern, for purposes of interpretation of the bid.

11. Documents comprising the Bid: Financial Component

11.1. The second bid envelope shall contain the financial documents for the Bid as specified in **Section VIII (Checklist of Technical and Financial Documents)**.

11.2. If the Bidder claims preference as a Domestic Bidder or Domestic Entity, a certification issued by DTI shall be provided by the Bidder in accordance with Section 43.1.3 of the 2016 revised IRR of RA No. 9184.

11.3. Any bid exceeding the ABC indicated in paragraph 1 of the **IB** shall not be accepted.

11.4. For Foreign-funded Procurement, a ceiling may be applied to bid prices provided the conditions are met under Section 31.2 of the 2016 revised IRR of RA No. 9184.

12. Bid Prices

12.1. Prices indicated on the Price Schedule shall be entered separately in the following manner:

a. For Goods offered from within the Procuring Entity's country:

i. The price of the Goods quoted EXW (ex-works, ex-factory, ex-warehouse, ex-showroom, or off-the-shelf, as applicable);

ii. The cost of all customs duties and sales and other taxes already paid or payable;

iii. The cost of transportation, insurance, and other costs incidental to delivery of the Goods to their final destination; and

iv. The price of other (incidental) services, if any, listed in the **BDS.**

b. For Goods offered from abroad:

i. Unless otherwise stated in the **BDS**, the price of the Goods shall be quoted delivered duty paid (DDP) with the place of destination in the Philippines as specified in the **BDS**. In quoting the price, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible source country.

ii. The price of other (incidental) services, if any, as listed in the **BDS.**

13. Bid and Payment Currencies

13.1. For Goods that the Bidder will supply from outside the Philippines, the bid prices may be quoted in the local currency or tradeable currency accepted by the BSP at the discretion of the Bidder. However, for purposes of bid evaluation, Bids denominated in foreign currencies, shall be converted to Philippine currency based on the exchange rate as published in the BSP reference rate bulletin on the day of the bid opening.

13.2. Payment of the contract price shall be made in:

a. Philippine Pesos.

14. Bid Security

14.1. The Bidder shall submit a Bid Securing Declaration[2] or any form of Bid Security in the amount indicated in the **BDS**, which shall be not less than the percentage of the ABC in accordance with the schedule in the **BDS**.

14.2. The Bid and bid security shall be valid until *One Hundred Twenty (120) calendar days from the date of Opening of Bids.* Any Bid not accompanied by an acceptable bid security shall be rejected by the Procuring Entity as non-responsive.

15. Sealing and Marking of Bids

Each Bidder shall submit one copy of the first and second components of its Bid.

The Procuring Entity may request additional hard copies and/or electronic copies of the Bid. However, failure of the Bidders to comply with the said request shall not be a ground for disqualification.

If the Procuring Entity allows the submission of bids through online submission or any other electronic means, the Bidder shall submit an electronic copy of its Bid, which must be digitally signed. An electronic copy that cannot be opened or is corrupted shall be considered non-responsive and, thus, automatically disqualified.

16. Deadline for Submission of Bids

16.1. The Bidders shall submit on the specified date and time and either at its physical address or through online submission as indicated in paragraph 7 of the **IB.**

[2] In the case of Framework Agreement, the undertaking shall refer to entering into contract with the Procuring Entity and furnishing of the performance security or the performance securing declaration within ten (10) calendar days from receipt of Notice to Execute Framework Agreement.

17. Opening and Preliminary Examination of Bids

17.1. The BAC shall open the Bids in public at the time, on the date, and at the place specified in paragraph 9 of the **IB**. The Bidders' representatives who are present shall sign a register evidencing their attendance. In case videoconferencing, webcasting or other similar technologies will be used, attendance of participants shall likewise be recorded by the BAC Secretariat.

In case the Bids cannot be opened as scheduled due to justifiable reasons, the rescheduling requirements under Section 29 of the 2016 revised IRR of RA No. 9184 shall prevail.

17.2. The preliminary examination of bids shall be governed by Section 30 of the 2016 revised IRR of RA No. 9184.

18. Domestic Preference

18.1. The Procuring Entity will grant a margin of preference for the purpose of comparison of Bids in accordance with Section 43.1.2 of the 2016 revised IRR of RA No. 9184.

19. Detailed Evaluation and Comparison of Bids

19.1. The Procuring Entity's BAC shall immediately conduct a detailed evaluation of all Bids rated "*passed*," using non-discretionary pass/fail criteria. The BAC shall consider the conditions in the evaluation of Bids under Section 32.2 of the 2016 revised IRR of RA No. 9184.

19.2. If the Project allows partial bids, bidders may submit a proposal on any of the lots or items, and evaluation will be undertaken on a per lot or item basis, as the case maybe. In this case, the Bid Security as required by **ITB** Clause 14 shall be submitted for each lot or item separately.

19.3. The descriptions of the lots or items shall be indicated in **Section VII (Technical Specifications)**, although the ABCs of these lots or items are indicated in the **BDS** for purposes of the NFCC computation pursuant to Section 23.4.2.6 of the 2016 revised IRR of RA No. 9184. The NFCC must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder.

19.4. The Project shall be awarded as follows:

Option 4- One project that is one lot or item, which shall be awarded as one contract

19.5. Except for bidders submitting a committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation, all Bids must include the NFCC computation pursuant to Section 23.4.1.4 of the 2016 revised IRR of RA No. 9184, which must be sufficient for the total of the ABCs for all the lots or items participated in by the prospective Bidder. For bidders submitting

the committed Line of Credit, it must be at least equal to ten percent (10%) of the ABCs for all the lots or items participated in by the prospective Bidder.

20. Post-Qualification

20.2. Within a non-extendible period of five (5) calendar days from receipt by the Bidder of the notice from the BAC that it submitted the Lowest Calculated Bid, or in the case of multi-year Framework Agreement, that it is one of the eligible bidders who have submitted bids that are found to be technically and financially compliant, the Bidder shall submit its latest income and business tax returns filed and paid through the BIR Electronic Filing and Payment System (eFPS) and other appropriate licenses and permits required by law and stated in the **BDS**.

21. Signing of the Contract

21.1. The documents required in Section 37.2 of the 2016 revised IRR of RA No. 9184 shall form part of the Contract. Additional Contract documents are indicated in the **BDS**.

Section III. Bid Data Sheet

Notes on the Bid Data Sheet

The Bid Data Sheet (BDS) consists of provisions that supplement, amend, or specify in detail, information, or requirements included in the ITB found in Section II, which are specific to each procurement.

This Section is intended to assist the Procuring Entity in providing the specific information in relation to corresponding clauses in the ITB and has to be prepared for each specific procurement.

The Procuring Entity should specify in the BDS information and requirements specific to the circumstances of the Procuring Entity, the processing of the procurement, and the bid evaluation criteria that will apply to the Bids. In preparing the BDS, the following aspects should be checked:

a. Information that specifies and complements provisions of the ITB must be incorporated.

b. Amendments and/or supplements, if any, to provisions of the ITB as necessitated by the circumstances of the specific procurement, must also be incorporated.

Bid Data Sheet

ITB Clause	
5.3	For this purpose, contracts similar to the Project shall be: a. Similar contracts shall refer to *same category on what item set to be bid*, b. completed within *three (3) years* prior to the deadline for the submission and receipt of bids.
7.1	*Not Applicable*
14.1	The bid security shall be in the form of a Bid Securing Declaration, or any of the following forms and amounts: a. The amount of not less than *two percent (2%) of ABC to be bid*, if bid security is in cash, cashier's/manager's check, bank draft/guarantee or irrevocable letter of credit; or b. The amount of not less *five percent (5%) of ABC to be bid,* if bid security is in Surety Bond.
19.3	The ABC is Twelve Million Pesos Only (P 12,000,000.00). Any bid with a financial component exceeding this amount shall not be accepted.
20.1	Within a non-extendible period of five (5) calendar days from receipt by the bidder of the notice from the BAC that it submitted the LCB, the Bidder shall submit the following documentary requirements: ***2 sets (Original and Copy 1)*** ***Post Qualification document needed to be certified true copy the issuing agency are as follows:*** ***License to Operate (if Applicable)*** ***Certificate of Product Registration (if Applicable)*** ***Other Post qualification documents to be submitted within 5 days after receipt of letter from BAC*** ***1. PHILGEPS Certificate*** ***2. BIR 2303*** ***3. Updated copy of payment for 0605 of BIR*** ***4. Tax Returns July to December (latest) (vat, quarterly ITR) – filed and paid thru EFPS by BIR***

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5. Document Request List (DRL)

6. Bid Bulletin

7. Product Sample and Brochures

8. Authority from the Manufacturer to Distribute the Product (if applicable)

9. And Other Documents that will be requested by the Technical Working Group (TWG).

Failure of the Bidder declared as Lowest Calculated Bid to duly submit the requirements under this Clause or a finding against the veracity of such shall be **ground for forfeiture of the bid security and disqualification of the Bidder for award.**
</td></tr>
<tr><td>20.2</td><td>

List of required licenses and permits relevant to the Project and the corresponding law requiring it:

<table>
<tr><th>LICENSES AND PERMITS</th><th>LAW</th></tr>
<tr><td>1. Valid and current Certificate Product Registration (CPR) or Valid Extension issued by Philippine Food and Drug Administration (PFDA);

The CPR must be valid for the entire period of the award. If the CPR is about to expire, the supplier must have submitted a copy of an application of renewal to the FDA at least 3 months before the expiry date (a copy of the expiring CPR which is stamped with an “Extension of Validity” shall be submitted as proof); [AO 2019-0041]</td><td>RA 9711, FDA Act of 2009 & its IRR: and RA 9502, Cheaper Medicines Act of 2008 and its IRR</td></tr>
<tr><td>2. Valid and current License to Operate (LTO) for drug suppliers, distributors and traders issued by Philippine Food and Drugs Administration (PFDA). Provided, that the application for renewal was made timely as per DOH AO No. 2016-003:

In case of expired LTO, the following copies may be submitted:
(i) expired LTO;
(ii) application for renewal; and
(iii) Official Receipt as proof of payment of renewal of LTO</td><td>RA 9711, FDA Act of 2009 & its IRR</td></tr>
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21.2	Additional required documents relevant to the Project that are required by existing laws and/or the Procuring Entity: (If Applicable) 1. Product Insert/Product Information or downloaded from the internet and other manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate for cross-referencing statement of compliance to the technical specification in accordance to what is indicated in 2nd page of Section VII. Technical Specifications of the Bidding Documents; 2. The bidder shall submit any of the following whichever is applicable: a) If the bidder is a manufacturer, certificate that the bidder manufactures the products/item; or b) If the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items, Certificate or Contract from the manufacturer or importer must be provided as proof that the bidder is an Exclusive/Authorized Distributor or Dealer of the products/items; or c) If the bidder is an agent of the exclusive distributor or dealer, the following must be provided: i. Certificate or Distributor/Dealership Agreement by the Manufacturer with the distributor or dealer; and ii. Contract between the distributor/dealer and the bidder. 3. Certificate of Compliance to the Electronic Drug Price Monitoring System (EDPMS) issued by either the Pharmaceutical Division (PD) of the DOH or DOH Regional Health Office/Centers for Health Development pursuant to DOH Administrative Order No. 2018-0020 and RA 9502 and its IRR; **In case of expired Certificate of Compliance to the EDPMS which expires on a quarterly basis, the following copies may be submitted:** a) Confirmation through e-mail using the official e-mail address of PD or concerned DOH Regional Health Office/ Centers for Health Development; and, b) Copy of print screen stating that the drug company is already compliant in the EDPMS pending the issuance of the Certificate. 4. WHO Prequalification Certificate/Dossier/Listing; Sworn Statement *using the prescribed form.*

Section IV. General Conditions of Contract

Notes on the General Conditions of Contract

The General Conditions of Contract (GCC) in this Section, read in conjunction with the Special Conditions of Contract in Section V and other documents listed therein, should be a complete document expressing all the rights and obligations of the parties.

Matters governing performance of the Supplier, payments under the contract, or matters affecting the risks, rights, and obligations of the parties under the contract are included in the GCC and Special Conditions of Contract.

Any complementary information, which may be needed, shall be introduced only through the Special Conditions of Contract.

1. Scope of Contract

This Contract shall include all such items, although not specifically mentioned, that can be reasonably inferred as being required for its completion as if such items were expressly mentioned herein. All the provisions of RA No. 9184 and its 2016 revised IRR, including the Generic Procurement Manual, and associated issuances, constitute the primary source for the terms and conditions of the Contract, and thus, applicable in contract implementation. Herein clauses shall serve as the secondary source for the terms and conditions of the Contract.

This is without prejudice to Sections 74.1 and 74.2 of the 2016 revised IRR of RA No. 9184 allowing the GPPB to amend the IRR, which shall be applied to all procurement activities, the advertisement, posting, or invitation of which were issued after the effectivity of the said amendment.

Additional requirements for the completion of this Contract shall be provided in the **Special Conditions of Contract** (**SCC).**

2. Advance Payment and Terms of Payment

2.1. Advance payment of the contract amount is provided under Annex "D" of the revised 2016 IRR of RA No. 9184.

2.2. The Procuring Entity is allowed to determine the terms of payment on the partial or staggered delivery of the Goods procured, provided such partial payment shall correspond to the value of the goods delivered and accepted in accordance with prevailing accounting and auditing rules and regulations. The terms of payment are indicated in the **SCC**.

3. Performance Security

Within ten (10) calendar days from receipt of the Notice of Award by the Bidder from the Procuring Entity but in no case later than the signing of the Contract by both parties, the successful Bidder shall furnish the performance security in any of the forms prescribed in Section 39 of the 2016 revised IRR of RA No. 9184.

4. Inspection and Tests

The Procuring Entity or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Project specifications at no extra cost to the Procuring Entity in accordance with the Generic Procurement Manual. In addition to tests in the **SCC**, **Section VII (Technical Specifications)** shall specify what inspections and/or tests the Procuring Entity requires, and where they are to be conducted. The Procuring Entity shall notify the Supplier in writing, in a timely manner, of the identity of any representatives retained for these purposes.

All reasonable facilities and assistance for the inspection and testing of Goods, including access to drawings and production data, shall be provided by the Supplier to the authorized inspectors at no charge to the Procuring Entity.

5. Warranty

5.1 In order to assure that manufacturing defects shall be corrected by the Supplier, a warranty shall be required from the Supplier as provided under Section 62.1 of the 2016 revised IRR of RA No. 9184.

5.2 The Procuring Entity shall promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier shall, repair or replace the defective Goods or parts thereof without cost to the Procuring Entity, pursuant to the Generic Procurement Manual.

6. Liability of the Supplier

The Supplier's liability under this Contract shall be as provided by the laws of the Republic of the Philippines.

If the Supplier is a joint venture, all partners to the joint venture shall be jointly and severally liable to the Procuring Entity.

Section V. Special Conditions of Contract

Notes on the Special Conditions of Contract

Similar to the BDS, the clauses in this Section are intended to assist the Procuring Entity in providing contract-specific information in relation to corresponding clauses in the GCC found in Section IV.

The Special Conditions of Contract (SCC) complement the GCC, specifying contractual requirements linked to the special circumstances of the Procuring Entity, the Procuring Entity's country, the sector, and the Goods purchased. In preparing this Section, the following aspects should be checked:

a. Information that complements provisions of the GCC must be incorporated.

b. Amendments and/or supplements to provisions of the GCC as necessitated by the circumstances of the specific purchase, must also be incorporated.

However, no special condition which defeats or negates the general intent and purpose of the provisions of the GCC should be incorporated herein.

Special Conditions of Contract

GCC Clause	
1	**Delivery and Documents –** For purposes of the Contract, "EXW," "FOB," "FCA," "CIF," "CIP," "DDP" and other trade terms used to describe the obligations of the parties shall have the meanings assigned to them by the current edition of INCOTERMS published by the International Chamber of Commerce, Paris. The Delivery terms of this Contract shall be as follows: *[For Goods supplied from abroad, state:]* "The delivery terms applicable to the Contract are DDP delivered MM_CHD or PASIG/TALA Warehouse. In accordance with INCOTERMS." *[For Goods supplied from within the Philippines, state:*] "The delivery terms applicable to this Contract are delivered *[indicate place of destination]*. Risk and title will pass from the Supplier to the Procuring Entity upon receipt and final acceptance of the Goods at their final destination." Delivery of the Goods shall be made by the Supplier in accordance with the terms specified in Section VI (Schedule of Requirements). For purposes of this Clause the Procuring Entity's Representative at the Project Site is ***Ms. Rossana C. Fariñas*** **Incidental Services –** The Supplier is required to provide all of the following services, including additional services, if any, specified in Section VI. Schedule of Requirements: *Select appropriate requirements and delete the rest.* a. performance or supervision of on-site assembly and/or start-up of the supplied Goods; b. furnishing of tools required for assembly and/or maintenance of the supplied Goods; c. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods; d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and

	e. training of the Procuring Entity's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods. f. *[Specify additional incidental service requirements, as needed.]* The Contract price for the Goods shall include the prices charged by the Supplier for incidental services and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.
	Packaging – The Supplier shall provide such packaging of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in this Contract. The packaging shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packaging case size and weights shall take into consideration, where appropriate, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit. The packaging, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified below, and in any subsequent instructions ordered by the Procuring Entity. The outer packaging must be clearly marked on at least four (4) sides as follows: Name of the Procuring Entity Name of the Supplier Contract Description Final Destination Gross weight Any special lifting instructions Any special handling instructions Any relevant HAZCHEM classifications
	A packaging list identifying the contents and quantities of the package is to be placed on an accessible point of the outer packaging if practical. If not practical the packaging list is to be placed inside the outer packaging but outside the secondary packaging. **Insurance –** The Goods supplied under this Contract shall be fully insured by the Supplier in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery. The Goods

	remain at the risk and title of the Supplier until their final acceptance by the Procuring Entity. **Transportation –** Where the Supplier is required under Contract to deliver the Goods CIF, CIP, or DDP, transport of the Goods to the port of destination or such other named place of destination in the Philippines, as shall be specified in this Contract, shall be arranged and paid for by the Supplier, and the cost thereof shall be included in the Contract Price. Where the Supplier is required under this Contract to transport the Goods to a specified place of destination within the Philippines, defined as the Project Site, transport to such place of destination in the Philippines, including insurance and storage, as shall be specified in this Contract, shall be arranged by the Supplier, and related costs shall be included in the contract price.
	Where the Supplier is required under Contract to deliver the Goods CIF, CIP or DDP, Goods are to be transported on carriers of Philippine registry. In the event that no carrier of Philippine registry is available, Goods may be shipped by a carrier which is not of Philippine registry provided that the Supplier obtains and presents to the Procuring Entity certification to this effect from the nearest Philippine consulate to the port of dispatch. In the event that carriers of Philippine registry are available but their schedule delays the Supplier in its performance of this Contract the period from when the Goods were first ready for shipment and the actual date of shipment the period of delay will be considered force majeure. The Procuring Entity accepts no liability for the damage of Goods during transit other than those prescribed by INCOTERMS for DDP deliveries. In the case of Goods supplied from within the Philippines or supplied by domestic Suppliers risk and title will not be deemed to have passed to the Procuring Entity until their receipt and final acceptance at the final destination. **Intellectual Property Rights –** The Supplier shall indemnify the Procuring Entity against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof.
4	The inspections and tests that will be conducted is: Upon delivery, the Goods shall undergo preliminary physical inspection by the Inspection Team of the PROCURING ENTITY to ascertain the physical condition and acceptability of the Goods.

Section VI. Schedule of Requirements

The delivery schedule expressed as weeks/months stipulates hereafter a delivery date which is the date of delivery to the project site.

Item Number	Description	Quantity	Total ABC (Php)	Delivery Site	Delivered, Weeks/Months
1	Procurement of Supply Delivery, and Commissioning of Five 5 units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City Under the Health Facilities Enhancement Program (HFEP) of DOH-Metro Manila Center for Health Development	5 units	12,000,000.00	Pasig Warehouse/Tala Warehouse/DOH - MMCHD	15- 30 Calendar days

Section VII. Technical Specifications

Notes for Preparing the Technical Specifications

A set of precise and clear specifications is a prerequisite for Bidders to respond realistically and competitively to the requirements of the Procuring Entity without qualifying their Bids. In the context of Competitive Bidding, the specifications (*e.g.* production/delivery schedule, manpower requirements, and after-sales service/parts, descriptions of the lots or items) must be prepared to permit the widest possible competition and, at the same time, present a clear statement of the required standards of workmanship, materials, and performance of the goods and services to be procured. Only if this is done will the objectives of transparency, equity, efficiency, fairness, and economy in procurement be realized, responsiveness of bids be ensured, and the subsequent task of bid evaluation and post-qualification facilitated. The specifications should require that all items, materials and accessories to be included or incorporated in the goods be new, unused, and of the most recent or current models, and that they include or incorporate all recent improvements in design and materials unless otherwise provided in the Contract.

Samples of specifications from previous similar procurements are useful in this respect. The use of metric units is encouraged. Depending on the complexity of the goods and the repetitiveness of the type of procurement, it may be advantageous to standardize the General Technical Specifications and incorporate them in a separate subsection. The General Technical Specifications should cover all classes of workmanship, materials, and equipment commonly involved in manufacturing similar goods. Deletions or addenda should then adapt the General Technical Specifications to the particular procurement.

Care must be taken in drafting specifications to ensure that they are not restrictive. In the specification of standards for equipment, materials, and workmanship, recognized Philippine and international standards should be used as much as possible. Where other particular standards are used, whether national standards or other standards, the specifications should state that equipment, materials, and workmanship that meet other authoritative standards, and which ensure at least a substantially equal quality than the standards mentioned, will also be acceptable. The following clause may be inserted in the Special Conditions of Contract or the Technical Specifications.

Sample Clause: Equivalency of Standards and Codes

Wherever reference is made in the Technical Specifications to specific standards and codes to be met by the goods and materials to be furnished or tested, the provisions of the latest edition or revision of the relevant standards and codes shall apply, unless otherwise expressly stated in the Contract. Where such standards and codes are national or relate to a particular country or region, other authoritative standards that ensure substantial equivalence to the standards and codes specified will be acceptable.

Reference to brand name and catalogue number should be avoided as far as possible; where unavoidable they should always be followed by the words "*or at least equivalent*." References to brand names cannot be used when the funding source is the GOP.

Where appropriate, drawings, including site plans as required, may be furnished by the Procuring Entity with the Bidding Documents. Similarly, the Supplier may be requested to provide drawings or samples either with its Bid or for prior review by the Procuring Entity during contract execution.

Bidders are also required, as part of the technical specifications, to complete their statement of compliance demonstrating how the items comply with the specification.

Technical Specifications

Item	Specification	Statement of Compliance
		[Bidders must state here either "Comply" or "Not Comply" against each of the individual parameters of each Specification stating the corresponding performance parameter of the equipment offered. Statements of "Comply" or "Not Comply" must be supported by evidence in a Bidders Bid and cross-referenced to that evidence. Evidence shall be in the form of manufacturer's un-amended sales literature, unconditional statements of specification and compliance issued by the manufacturer, samples, independent test data etc., as appropriate. A statement that is not supported by evidence or is subsequently found to be contradicted by the evidence presented will render the Bid under evaluation liable for rejection. A statement either in the Bidder's statement of compliance or the supporting evidence that is found to be false either during Bid evaluation, post-qualification or the execution of the Contract may be regarded as fraudulent and render the Bidder or supplier liable for prosecution subject to the applicable laws and issuances.]
	Procurement of Supply Delivery, and Commissioning of **Five (5) units Brand New Ambulance (Type 1) for the use of Facilities in the Mandaluyong City** Under the Health Facilities Enhancement Program (HFEP) of DOH-Metro Manila Center for Health Development **ABC: P12,000,000.00** **I. Vehicle Specification and Requirements** 1. Vehicle Type: Four-wheel passenger van with 4 doors (2 at the front for the driver and passenger, one sliding door or barn door at the right side and tailgate or barn door at the rear) 2. Wheelbase: At least 2800mm 3. Drive type: Rear wheel drive 4. Engine size / displacement: 2.5 to 3.0 liters 5. Engine Type: 4 cylinders, in line type, 16 valves, Double Over Head Cam (DOHC) 6. Alternator and battery: The capacity of the alternator and battery must be sufficient to supply the additional load demands of all medical equipment medical equipment. The amperage capacity of the alternator must be at least 110 amperes. 7. Fuel-injector System: Direct injection	

	8. Emission Compliance: Euro 4 9. Fuel Type: Diesel 10. Fuel Tank Capacity: At least 65 liters 11. Transmission: Manual with at least five (5) speed + one (1) reverse 12. Steering: Left Hand drive with power steering system 13. Brakes: Ventilated disk on the front and ventilated disk or drum type on the rear. With Anti-lock braking system. With parking brake 14. Front suspensions: McPherson Strut or Double Wishbone or Torsion Bar with stabilizer 15. Rear Suspensions: Rigid axle with leaf spring and double acting shock absorbers 16. Wheels: At least 15 inch, aluminium mag wheels or steel wheels with full cover 17. Tires: Radial type and atleast 195mm tire width 18. Standard vehicle lamps: Head lamps, tail lamps, stop lamps, signal lamps, license plate lamps, fog lamps and step lamps 19. Vehicle body color: White 20. Floor Material: Metal with anti-static floor matting. Each entry point of the patient compartment must be fitted with diamond tread plate flooring. 21. Standard dashboard instrumentations: Speedometer, odometer, fuel gauge, digital clock, warning lamps for low oil pressure, cooling water level, overheating, low battery charge, indicator lamps for parking brake and head light high-beam, engine check, door open. 22. Dashboard Camera: Resolution of atleast 1920x1080@30fps angle of view at least 120 degrees diagonal, at least 2 inch LED display, minimum storage capacity 64Gb, with loop recording, automatic on/off and night vision recording in low light. The camera must be permanently installed on the dashboard or windshield. The power supply must be from the vehicle battery. 23. Standard driver's cabin accessories: AM/FM radio with speakers, USB connector, front personal lamp for driver and passenger, rear view mirror, sun visor and assist grips for the driver and passenger. 24. Vehicle Glass Windows: The vehicle glass windows (except the windshield) must be installed	

	with medium shade (35% Visible Light Transmitted) glass tint Transmitted) glass tint. 25. Windshield Wipers: with at least two (2) speed intermittent with washer 26. Air conditioning System: Dual type; at the driver's cabin and at the patient compartment with independent controls 27. Seat Belts: 3 point Emergency Locking Retractor (ELR) seatbelts for the driver and front passenger. 28. Airbags: Supplemental Restraint System (SRS) airbags fo the driver and for the front passenger. 29. Driver and passenger side mirrors: Standard convex type, manual or power adjustment. 30. Vehicle Interior Trim: Moulded trim. The ceiling must be provided with insulation. 31. Stainless steel plate on the rear bumper to protect the bumper when the Ambulance Stretcher is being loaded to the Ambulance. 32. Set of Tools: Hydraulic Jack, tire wrench, flat and Philips screw drivers, set of pliers, adjustable wrench, early warning device and spare wheel tire. **II. Emergency Lights, Sirens and Public Address System** 1. Emergency lights: Roof mounted light bar with red and green flashing LED Lights. The Length of the light bar must be the same as the width of the vehicle roof. 2. Electric Siren and Public Address System: Standard ambulance siren tones (horn, manual, wail, yelp, phaser, HiLo/Two tone) and with at least two 100 watts amplifier and siren speakers. With rotary switch and switch and momentary push-button override control Public Address override with attached microphone and volume control knob. 3. Red and Green flashing LED lights mounted on the upper part of the rear of the Ambulance. 4. Red and Green LED flashing lights mounted on the front grill of the Ambulance. III. Ambulance Body Marking III. Ambulance Body Marking III. Ambulance Body Marking	

	1. The front of the ambulance shall be marked with a reflectorized and capitalized word "Ambulance" which is spelled out in reverse (mirror image). The height of each letter shall be no less than 10 centimeters and the letters must be in red color. The word shall be seen at least six (6) meters away. 2. Each side of the ambulance body shall have the capitalized word "AMBULANCE" not less than 15 cm in height and the letters must be in red color. 3. The rear side of the ambulance shall be marked with a reflectorized and capitalized word "AMBULANCE" not less than 15 cm in height. The letters must be in color red. 4. The prescribed DOH logo with a diameter of not less than 36 cm shall be placed on the driver's door and on the front passenger door. **IV. Patient Compartment** 1. Compartment interior height: at least 1600mm 1. Compartment interior height: at least 1600mm 2. Compartment interior width: at least 1500mm 3. Partition between the driver and patient compartment: **Air tight bulkhead made of non-porous material with transparent and shatter-proof sliding window atleast 35cm x 30cm**. 4.Storage cabinet for medicines, instruments and medical equipment. a.) Built-in cabinet made of white painted aluminium panels or other lightweight, equivalent strength material such as fiberglass, composites and fiberglass reinforced plastics. The cabinet must be mounted on the upper left side of the patient compartment and must be at least 200 cm but must not be more than 210 cm in length.The cabinet must be firmly anchored (bolted or welded) to tapping plates of the body structure. b.) The cabinet must have transparent and shatter-proof sliding doors with low profile handles. The sliding doors must be easily opened but must not open during transit. The sliding doors must be fitted with automatic latch or friction holding device. c.) The cabinet must have at least 4 shelves with at least one shelf designed to fit and carry heavy medical equipment such as the defibrillator and nebulizer. The shelves must have a depth at least 30cm but must not be more than 50 cm. 5. Compartment for the folding stretcher and scoop stretcher: Installed below the storage cabinet, made of white painted aluminium panels or other lightweight,	

	equivalent strength material such as fiberglass, composites and fiberglass reinforced plastics. The compartment must be at least 200 cm but must not be more than 210 cm in length. The cabinet must be firmly anchored (bolted or welded) to tapping plates of the body structure. 6. Bench for Medical Personnel: The ambulance must be fitted with 3-seater bench permanently mounted on the ambulance floor; one on the head side of the patient and one on the right side of the patient compartment. The bench (seat and backrest) must be made of sturdy aluminium frame and panels coated with white color paint or other lightweight, equivalent strength material such as fiberglass reinforced plastics or plastic laminated. The seat and backrest must be fitted with mattress made of polyurethane foam covered with a washable leatherette material. The construction of the bench must be in such a way that the underneath can be used as a compartment. The bench must have a 2 point seatbelt for each person. 7. Overhead Lighting: At least 2 LED white lights with low light option 8. Grab rail: Aluminum or stainless steel grab rail atleast 120 cm long, 10 cm depth (maximum) installed on the ceiling right above the patient / ambulance stretcher. 9. 220V AC Supply: The patient compartment must be installed with an electronic inverter with a capacity of atleast 2KVA and an output voltage of 220V, 60Hz. Atleast five (5) convenience outlets must be installed at the different points on the compartment to supply power to the medical equipment. 10. Intercom System: Intra-vehicle intercom system must be fitted to serve as voice communication between the driver and personnel in the patient compartment. **V. Communication Equipment** Two (2) pieces cellular phones (one for the ambulance and one for the hospital/base). The cellular phones must be 4G Network, with Internal Memory of at least 64 GB 4G RAM smartphones. The phones must be provided with sim cards, battery charger. **VI. Medical Equipment and Instruments** 1. Ambulance Stretcher a. Length: 180 – 197 cm b. Width: 48 – 55 cm	

	c. Loading height should match the vehicle floor height d. Loading capacity: at least 175kg e. Materials: Stainless steel, high grade aluminium alloy f. Head part rising angle: at least 75° g. Knee part rising angle: at least 15° h. With collapsible side rails and quick release patient restrain system i. With durable folding leg mechanism j. The mattress must be made of high-density polyester fiber foam with a thickness of at least 5 cm and covered with waterproof vinyl material. k. Wheels: 200 – 210mm diameter, fixed front with locking brakes and auto-directional rear and with 50 – 55cm loading carriage wheels l. Loading rail mounted in the ambulance with latching system m. Non-removable DOH logo and the words "For Ambulance use only" on the visible part of the equipment 2. Automated External Defibrillator a. Two Button Operation: On/Off, Discharge (shock Button) b. Voice Prompts: Voice Command that gives instruction to the user in operating the device. c. Automatically evaluates patient impedance for proper pad contact d. Automatically analyses patient ECG condition for shockable or non-shockable rhythms. e. Patient ECG acquired through defibrillator pads f. Energy Output: up to 200 Joules or higher g. Energy output accuracy: ± 15% h. Pulse shape: Bi-phasic i. Charge time: maximum 15 seconds j. Battery Capacity: Capable of providing at least 200 discharge at maximum energy. k. Replaceable Battery l. Visible and audible indicators: i. Low battery ii. Pad skin contact/Pad disconnection iii. AED Status iv. Warning "Do not touch patient" m. Defibrillator pads (self-adhesive, disposable and non-polarized) at least five (5) pairs for adult and at least five (5) pairs for at least five (5) pairs for adult and at least five (5) pairs for pedia. at least five (5)	

	pairs for adult and at least five (5) pairs for pedia. n. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment. 3. Nebulizer a. Diaphragm type pump assembly b. Replaceable air filter c. Compartment for storing the nebulizer kit and air tube d. Power supply: 220V, 60Hz e. Compressor pressure: at least 20 psig f. Standard accessories: Two mouth piece with tubing, two adult mask and two pedia mask, Air filters g. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 4. Portable Suction Machine a. Suction gauge/read out: analogue or digital b. Vacuum regulator with variable control c. Collection container: at least one (1) liter capacity, must be autoclavable including the lid d. Suction tubes: Silicon material e. With overflow sensors f. With bacterial filters on the suction side g. Power Supply: 220V, 60Hz h. Vacuum power: up to 60kPa i. The suction machine must be placed in a cart mounted on the head side of the patient j. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment. 5. Examining light (Mounted on the head side of the patient) a. Flexible holder light head b. LED white light c. Power supply: 220V, 60Hz d. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 6. Aneroid Sphygmomanometer (Mounted on the ambulance wall on the head side of the patient) a. Manometer size: at least 5 inches diagonal size b. Manometer gauge maximum pressure reading: 300 mmHg c. Manometer accuracy: ± 3 mmHg d. Inflatable rubber cuff with durable and flexible cover and Velcro strips:	

	i. Bandage cuff for adult ii. Bandage cuff for pedia iii. Bandage cuff for obese e. Latex free rubber tubes with at least 30 cm in length f. Latex free inflatable bulb with release valve g. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 7. Folding stretcher a. Length: at least 1900mm b. Width: at least 530mm c. Loading capacity: at least 120 kg d. The stretcher must have a quick release patient restrain system e. Frame material: high grade aluminium f. Frame must be made of sturdy lightweight, non-twisting construction and with rubber handles g. Stretcher bed material must be washable h. Non-removable DOH logo and the words "For Ambulance" use only" must be marked on the visible part of the equipment use only" must be marked on the visible part of the equipment" 8. Scoop Stretcher a. Length: at least 200 cm b. Adjustable length c. Width: at least 42 cm d. Loading capacity: at least 150 kg e. The stretcher must have at least three (3) quick release patient restrain system f. Frame material: high grade aluminium g. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 9. Heavy Duty Stethoscopes (1 pediatric and 1 adult) a. Two-sided Chest piece b. Stainless Steel Chest Piece c. Combination diaphragm and bell type d. Rubberized ear tips e. Rubberized tubing black f. Standard Accessories: i. Spare Ear tip – 2pcs. each for pediatric and adult ii. Spare Diaphragm and ring – 1pc. Each for pediatric and adult g. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the container box.	

	10. Non-contact Thermometer a. Measuring scale: Degree Celsius b. LCD or LED display with at least three (3) digit measurement display display c. Components must have no glass and mercury materials d. Measurement range: 34°C to 42°C or wider range. e. Beep sound upon measurement f. Switch off automatically when not in use. g. Battery operated. h. With low battery indicator i. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 11. Blood-Glucose meter with strip a. Display: LCD or LED digital display b. Displayed parameters i. Blood glucose level in mg/ dl or mmol/l ii. Date and time of test c. Blood sample size: 0.3 – 0.7 ul d. Average test time: less than 10 seconds e. Measurement range: 20 – 600 mg/ dl or mmol/l f. Memory capacity: at least 50 measurements g. Battery life: at least 1,000 measurements h. Accessories: i. Lancing device ii. At least 50 lancets iii. At least 50 test strips iv. Carrying case i. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment 12. Manual resuscitators for adult, pediatric and infant a. Made of 100% silicon with visible marking in the bag as autoclavable b. With pressure relief valve c. Capacity: i. Within 1500 to 1700ml for adult ii. Within 500 to 750 ml for pedia iii. Within 250 to 370 for infant d. Accessories i. Face mask for adult, pedia and infant – 2 pcs. each	

	ii. Oral airway for adult, pedia and infant – 3 pcs. each iii. reservoir bag and oxygen tubing e. The resuscitators and accessories must be placed/stored in a hard plastic container f. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the equipment or container 13. Oxygen cylinder with oxygen therapy set a. At least 20 pounds capacity b. Must be color green c. Oxygen therapy set i. Gauge reading: 1,800 psi or higher ii. Flowmeter: 0 to 15 li/min iii. Humidifier bottle: Hard plastic, capacity: 200ml to 300ml iv. Accessories: mouth piece, tubing, open wrench for installing the therapy set to the cylinder d. The cylinder must be placed in a holder mounted on the head side of the patient e. Non-removable DOH logo and the word "For Ambulance use only" must be marked on the visible part of the equipment 14. Laryngoscopes set a. Fiber optic LED light source b. Stainless steel blades, sizes i. Curved, sizes: infant, child, adult, ii. Straight, sizes: infant, child, adult c. Stainless steel handle d. The device must be autoclavable e. Battery operated f. Non-removable DOH logo and the words "For Ambulance use only" must be marked on the visible part of the container box. 15. Immobilization Device a. Rigid Cervical collars at least 2 pieces for each size – small, medium and large b. Firm Padding or commercial head immobilization device one (1) piece adult size and one (1) piece child size. c. Lower extremity (femur) traction devices (at least 2 pieces each) i. Limb-support slings ii. Padded ankle hitch	

	iii.Padded pelvic support iv. Traction strap (adult & child size) d. Upper and Lower extremity immobilization devices i. At least 2 pieces – Joint-above and joint-below fracture (Sizes appropriate for Adults and Children)for Adults and Children) " ii. At least 2 pieces each – Rigid- support constructed with appropriate material (cardboard, metal, pneumatic, vacuum, wood or plastic) – various size e. At least 2 pieces – Resistant straps or cravats 15. Immobilization Device a. Rigid Cervical collars at least 2 pieces for each size – small, medium and large b. Firm Padding or commercial head immobilization device one (1) piece adult size and one (1) piece child size. c. Lower extremity (femur) traction devices (at least 2 pieces each) i. Limb-support slings ii. Padded ankle hitch iii.Padded pelvic support iv. Traction strap (adult & child size) d. Upper and Lower extremity immobilization devices i. At least 2 pieces – Joint-above and joint-below fracture (Sizes appropriate for Adults and Children) for Adults and Children) ii. At least 2 pieces each – Rigid- support constructed with appropriate material (cardboard, metal, pneumatic, vacuum, wood or plastic) – various size e. At least 2 pieces – Resistant straps or cravats 16. Delivery set All instruments must be surgical grade stainless material with ± 0.4 inch measurement tolerance a. 1 pc. Sponge Holding Forceps, Rampley 9.5” b. 1 pc. Kidney Dish 10 c. 1 pc. Bowl 200mm d. 1 pc. Umbilical Scissors, American, Straight 4.5” e. 1 pc. Needle Holder Mayo Hegar Straight 6.5”	

	f. 1 pc. Episiotomy Scissors 14.5 cm g. 1 pc. Cusco Vaginal Speculum Medium h. 1 pc. Hartmann Mosquito Artery Forceps Straight 120mm i. 1 pc. Metal Catheter j. 1 pc. Uterine Curette k. 1 pc. Treves Dissecting Forceps, Plain, 200mm l. 1pc. Spencerwells Artery Forceps Curved 6” m. 1 pc. Kocher Artery Forceps, Toothed Straight 6” n. Non-removable DOH logo and the words “ For Ambulance use only"must be marked on the visible part of the instrument container box" VII. OTHER EQUIPMENT AND ACCESSORIES" Note: The items below (except the IV holder) must be marked with "Non-removable DOH Logo Logo and the words “For Ambulance use only” on the visible part of the equipment." "use only” on the visible part of the equipment. " 1. Fire extinguisher (rating 2A 10BC) five (5) pounds, with holder mounted on the ambulance floor. 2. Heavy duty LED flashlight with at least 1,000 lumens" of brightness with extra batteries. 3. IV holder (mounted on the ambulance wall" 3. IV holder (mounted on the ambulance wall head side of the patient). 4. Digital clock with at least 4 inch display mounted on the ambulance wall. 5. Air purifier with multi-stage air filter (Pre-filter, HEPA, Carbon) and with UV light. The size of air purifier must be appropriate for the ambulance. 6. Garbage container at least 3 liter capacity and made of fiberglass reinforced plastic or Acrylonitrile Butadiene Styrene (ABS) plastic material and with lid cover. The container must be properly labelled and must be mounted on the ambulance floor. 7. Sharps container with sliding lid at least 1 liter capacity, made of fiberglass reinforced	

	plastic or ABS Plastic Material. The container must be mounted on the ambulance wall. VIII. OTHER REQUIREMENTS TO BE SUBMITTED DURING THE BID OPENING 1. Product brochure (s) or technical data sheet (s) in Hard and Soft copies showing the technical specifications of the following in English language: a. Ambulance Vehicle b. Emergency lights, siren and public address c. Ambulance stretcher d. Automatic external defibrillator e. Nebulizer f. Examining light g. Aneroid sphygmomanometer h. Folding stretcher i. Scoop stretcher j. Heavy duty stethoscopes k. Non-contact thermometer l. Blood glucose meter m. Manual resuscitators n. Suction machine o. Oxygen therapy set p. Laryngoscopes set q. Delivery set r. Air purifier 2. Valid Marketing Authorization, Registration Approval or Free Sale Certificate for the Automated External Defibrillator issued by the health authority in the country of origin. 3. Valid Certificate of Distributorship (as first Tier Distributor) issued by the foreign manufacturer or local distributor of the medical equipment and " and instruments authorizing the bidder to sell/distribute their products." 4. Notarized Certificate from the bidder: a. That the brands of the medical equipment and instruments have been in the local and/or international market for at least five (5) years. b. That medical equipment and instruments are brand new, unused, not discontinued models are were not subjected to any product recall. 5. Bidder’s valid and current License to operate (LTO) as a medical device distributor issued by the Philippine Food and DrugAdministration. " 6. Valid and Current Certification of Product Registration (CPR) for the thermometer, lancets in the	

	blood-glucose meter and manual resuscitator issued by the Philippine Food and Drug Administration (PFDA). 7. Notarized Certificate from the manufacturer or local dealer of the Ambulance/vehicle: a. That the manufacturer has been manufacturing vehicles with diesel engines for the past twenty five (25) years. b. That the Ambulance/vehicle is brand new, unused, not a discontinued model and was not subjected to any product recall. 8. Proof/s (such as Sales Invoice) that the brand of the vehicle already has been sold in the country as an ambulance. 3. Requirement/s if Declared the Lowest/Single Calculated Bid Site inspection to the bidder's facility to verify/ validate the capability and capacity of the bidder to fabricate the Ambulances. The inspection shall be conducted by the Procuring Entity Technical Working Group. 4. Requirements if awarded the contract 4.1 The supplier shall provide orientation/training on the use and maintenance of the Ambulance, medical equipment and instruments on a schedule to be agreed upon by Procuring Entity and the winning bidder. 4.2 The supplier shall submit/provide the following to the end-user: a. Operator's Manual in English language for the Ambulance, medical equipment and instruments. b. Warranty Certificate for not less than three (3) years on parts and not less than five (5) on services for the Ambulance. The manufacturer/dealer shall either repair or replace any item or part in the Ambulance that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing and commissioning. The warranty certificate shall include the following: b.1. That the warranty for the vehicle shall not be affected in case a change of dealer occurs. b.2. That if the Ambulance is unable to return to the service center during the warranty period, the manufacturer/dealer shall provide mechanics and/or technicians that can perform on-site service and	

	maintenance service and maintenance, provided that the end user will user will shoulder the travel expenses. c. Warranty Certificate for two (2) years on parts and services for medical equipment, instruments and ambulance accessories. The supplier shall either repair or replace any item or part in the said equipment that is found to be defective in material or in workmanship under normal use. The warranty period shall commence from the date of acceptance by the end-user after testing a and commissioning. The warranty certificate shall include the following: c.1. The bidder shall conduct the necessary corrective maintenance within fifteen (15) calendar days upon notification of equipment breakdown from the end-user. c.2. The bidder shall have the primary responsibility and accountability to ensure that in case of defects, the vehicle, equipment, instruments and/or peripherals are appropriately repaired or replaced and shall be in good working condition thereafter. d. At least three (3) years validity of vehicle Land Transportation Office (LTO) registration with red plate. e. Third Party Liability (TPL) vehicle insurance for one (1) year and omprehensive GSIS vehicle insurance for one (1) year. 5. Delivery 5.1. The delivery of the Ambulances must be completed within 150 calendar days upon receipt of the Notice to Proceed. 5.2. A prototype sample for the acceptance shall be presented by the supplier before the first batch of units are delivered. The prototype must be presented within 90 calendar days upon receipt of the Notice to Proceed. " 5.3. Upon delivery, each ambulance shall undergo preliminary physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the units. All medical equipment, instruments, ambulance accessories and peripheral must be functioning and must have no physical damage. physical inspection by the Inspection Team of the Procuring Entity to ascertain the physical condition and acceptability of the units. All medical equipment,	

	instruments, ambulance accessories and peripheral must be functioning and must have no physical damage. 6. Payment Payment shall be per delivery and acceptance for the Procuring Entity. x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x-x Recipients: 1. Saniboy HC 2. Block 37 & 38 HC 3. Communication Command and Control Center (C3) Mandaluyong 4. Vergara HC 5. National Center for Mental Health	

Section VIII. Checklist of Technical and Financial Documents

Notes on the Checklist of Technical and Financial Documents

The prescribed documents in the checklist are mandatory to be submitted in the Bid, but shall be subject to the following:

a. GPPB Resolution No. 09-2020 on the efficient procurement measures during a State of Calamity or other similar issuances that shall allow the use of alternate documents in lieu of the mandated requirements; or

b. Any subsequent GPPB issuances adjusting the documentary requirements after the effectivity of the adoption of the PBDs.

The BAC shall be checking the submitted documents of each Bidder against this checklist to ascertain if they are all present, using a non-discretionary "pass/fail" criterion pursuant to Section 30 of the 2016 revised IRR of RA No. 9184.

Checklist of Technical and Financial Documents

I. TECHNICAL COMPONENT ENVELOPE

Class "A" Documents

Legal Documents

☐ (a) Valid PhilGEPS Registration Certificate (Platinum Membership) (all pages);
or

☐ (b) Registration certificate from Securities and Exchange Commission (SEC), Department of Trade and Industry (DTI) for sole proprietorship, or Cooperative Development Authority (CDA) for cooperatives or its equivalent document,
and

☐ (c) Mayor's or Business permit issued by the city or municipality where the principal place of business of the prospective bidder is located, or the equivalent document for Exclusive Economic Zones or Areas;
and

☐ (d) Tax clearance per E.O. No. 398, s. 2005, as finally reviewed and approved by the Bureau of Internal Revenue (BIR).

Technical Documents

☐ (e) Statement of the prospective bidder of all its ongoing government and private contracts, including contracts awarded but not yet started, if any, whether similar or not similar in nature and complexity to the contract to be bid; **and**

☐ (f) Statement of the bidder's Single Largest Completed Contract (SLCC) similar to the contract to be bid, except under conditions provided for in Sections 23.4.1.3 and 23.4.2.4 of the 2016 revised IRR of RA No. 9184, within the relevant period as provided in the Bidding Documents; **and**

☐ (g) Original copy of Bid Security. If in the form of a Surety Bond, submit also a certification issued by the Insurance Commission;
or
Original copy of Notarized Bid Securing Declaration; **and**

☐ (h) Conformity with the Technical Specifications, which may include production/delivery schedule, manpower requirements, and/or after-sales/parts, if applicable; **and**

☐ (i) Original duly signed Omnibus Sworn Statement (OSS);
and if applicable, Original Notarized Secretary's Certificate in case of a corporation, partnership, or cooperative; or Original Special Power of Attorney of all members of the joint venture giving full power and authority to its officer to sign the OSS and do acts to represent the Bidder.

Financial Documents

☐ (j) The Supplier's audited financial statements, showing, among others, the Supplier's total and current assets and liabilities, stamped "received" by the BIR or its duly accredited and authorized institutions, for the preceding calendar year which should not be earlier than two (2) years from the date of bid submission; **and**

☐ (k) The prospective bidder's computation of Net Financial Contracting Capacity (NFCC);

or

A committed Line of Credit from a Universal or Commercial Bank in lieu of its NFCC computation.

Class "B" Documents

☐ (l) If applicable, a duly signed joint venture agreement (JVA) in case the joint venture is already in existence;

or

duly notarized statements from all the potential joint venture partners stating that they will enter into and abide by the provisions of the JVA in the instance that the bid is successful.

II. FINANCIAL COMPONENT ENVELOPE

☐ (m) Original of duly signed and accomplished Financial Bid Form; **and**

☐ (n) Original of duly signed and accomplished Price Schedule(s).

Other documentary requirements under RA No. 9184 (as applicable)

☐ (o) *[For foreign bidders claiming by reason of their country's extension of reciprocal rights to Filipinos]* Certification from the relevant government office of their country stating that Filipinos are allowed to participate in government procurement activities for the same item or product.

☐ (p) Certification from the DTI if the Bidder claims preference as a Domestic Bidder or Domestic Entity.